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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 SOUTHERN DIVISION

11 GoEco LED LLC, a California limited  
12 liability company,

13 Plaintiff,

14 v.

15 Specialty Lighting Group, LLC., a  
16 Connecticut limited liability company,  
17 and Does 1 through 25,

18 Defendants.

Case: 8:18-cv-00609

**FIRST AMENDED COMPLAINT FOR:**

1. **BREACH OF CONTRACT;**  
2. **OPEN BOOK ACCOUNT;**  
3. **ACCOUNT STATED.**

**JURY TRIAL DEMANDED**

1 Plaintiff GoEco LED LLC. (“GoEco”) complains and alleges as follows:

2 **I. PARTIES**

3 1. Plaintiff GoEco is a California limited liability company, with its principal  
4 place of business located at 107 Excursion, Irvine, CA 92618.

5 2. Defendant Specialty Lighting Group, LLC (“Specialty Lighting”) is a  
6 Connecticut limited liability company, with its principal place of business located at 74  
7 Pickering Street, Portland, CT., 06480.

8 3. GoEco is ignorant of the true names and capacities, whether  
9 individual, associate, partnership, corporate, or otherwise, of Defendants designated  
10 herein as Does 1 through 25, inclusive, and therefore sues those Defendants by these  
11 fictitious names. GoEco is informed and believes, and on that basis alleges, that Does 1  
12 through 25, in some way unknown to GoEco, are responsible for the acts and omissions  
13 alleged in this Complaint and have incurred liability to GoEco therefor. GoEco will  
14 amend this Complaint to allege the true names and capacities of Does 1 through 25  
15 upon discovery thereof.

16 4. At all times mentioned herein, each of the Defendants was and is the  
17 agent, servant, employee, and co-conspirator of each of the other Defendants, and all of  
18 the things alleged to have been done by each Defendant were done in the capacity,  
19 scope, and course of said agency, servitude, employment, and conspiracy.

20 **II. JURISDICTION AND VENUE**

21 5. This Court has jurisdiction over all causes of action asserted in this  
22 Complaint pursuant to 28 U.S.C. section 1332. The matter in controversy in the instant  
23 action exceeds the \$75,000 minimum threshold of this Court. GoEco is a California  
24 LLC, with principal place of business, during the time of the events in question, at 7545  
25 Irvine Center Drive, Irvine, CA 92618, and presently at 107 Excursion, Irvine, CA  
26 92618. Specialty Lighting is a Connecticut LLC, with principal place of business at 74  
27 Pickering Street, Portland, CT 06480. Accordingly, complete diversity exists between  
28 the parties to this lawsuit.



1 sales target for these LED ceiling panel lights would be to supply the new-store  
2 openings of Subway Sandwich stores, to be followed eventually by retrofits of existing  
3 Subway Sandwich Stores, as well as sales expansion into other national chains to which  
4 Specialty Lighting supplied. Mr. O'Donnell estimated that approximately 3,000 panel  
5 lights per month would be needed initially to fulfill the needs of the new-store openings  
6 of Subway Sandwich stores. The record will show that Specialty Lighting's subsequent  
7 purchases, commencing not long after initial contact, did in fact roughly match the  
8 representations made by Mr. O'Donnell.

9 12. GoEco alleges that Specialty Lighting, as well as all other related parties,  
10 specifically Lumens and Topaz, were all fully aware of, and willingly acceded to the  
11 nature, scope and details of the contemplated business transactions at issue, and that  
12 these facts were known prior to commencement of any sales by GoEco to Specialty  
13 Lighting.

14 13. Specialty Lighting was to submit purchase orders to GoEco for Lumens'  
15 products, which would be payable on terms of Net 60 based upon delivery to Specialty  
16 Lighting's warehouse in Connecticut.

17 14. On June 3, 2013, Specialty Lighting submitted orders to GoEco for a total  
18 of 19,000 panel lights, under purchase order numbers 3718, 3719, 3720 and 3721,  
19 which orders were fulfilled and shipped to Specialty Lighting. These products were  
20 fully paid for by Specialty Lighting by the end of December 2013.

21 15. On October 30, 2013, and November 4, 2013, under purchase orders  
22 numbers 4668 and 4682 respectively, Specialty Lighting ordered 600 2'x4' panel lights,  
23 followed on December 12, 2013 by purchase orders 4938, 3939, 4940, 4957, 4958, and  
24 4959 for an additional 8,100 2'x2' panel lights, then followed on February 2, 2014 by  
25 purchase orders 5320, 5321, 5322, 5323, 5324 and 5325 for an additional 8,100 2'x2'  
26 panel lights, all totaling 16,800 panel lights. Of these, a total of 14,100 panel lights were  
27 delivered to Specialty Lighting. GoEco will present evidence by way of a September  
28 11, 2015 deposition of Paul O'Donnell, taken as part of related and still ongoing

1 litigation,<sup>1</sup> that these panels lights were ultimately received and accepted, as well as  
2 verifying the purchase orders and invoices related thereto.

3 16. By the end of March 2014, as GoEco has alleged in the above referenced  
4 related litigation, Lumens unilaterally, and without prior notice, rescinded agreed  
5 payment terms, effectively terminating future supply, as well as voiding two container  
6 loads of panel lights shipments previously acknowledged by Lumens, and that were  
7 part of the February 2, 2014 series of purchase orders noted in ¶15 above. GoEco has  
8 further alleged that Lumens' actions were a willful and malicious breach by Lumens of  
9 their agreements and understandings with GoEco, which were intended solely to make  
10 GoEco "DEAD MEAT,"<sup>2</sup> and were as well a violation of various relevant provisions of  
11 Article II of the Uniform Commercial Code.

12 17. Allegedly as a result of the suspension of supply caused by the events  
13 noted in ¶16 above, Specialty Lighting ultimately indicated to GoEco that Specialty  
14 Lighting would withhold payment until it could fully assess the extent of its alleged  
15 damages. Specialty Lighting did in fact withhold payment, leaving an admitted balance  
16 of \$732,401.50.

17 18. Though Specialty Lighting has repeatedly alleged to GoEco that it was  
18 wrongly damaged, to date Specialty Lighting has not presented to GoEco proof of, or  
19 an accounting of damages. In the deposition taken on September 11, 2015 of Mr. Paul  
20 O'Donnell, Mr. O'Donnell indicated that he was not then aware of any specific sales  
21 losses incurred by Specialty Lighting as a result of the events at issue. GoEco therefore  
22 does not presently have any basis for concluding that Specialty Lighting was damaged.

23 19. Though retaining \$732,401.50 in payments owed, and though GoEco has  
24 remained willing to meet and confer with Specialty Lighting on the legal issues  
25 surrounding the instant matters, Specialty Lighting has not provided GoEco any  
26 material briefing on the legal basis supporting Specialty Lighting's right to retain the

27  
28 <sup>1</sup> Lumens Co. Ltd. v. GoEco LED LLC, Central District of California, case number 8:14-cv-01286-CJC-DFM (closed),  
then appealed to 9<sup>th</sup> Circuit Court of Appeals, case number 18-55221 (ongoing).

<sup>2</sup> As per the written words of Brian Kim, a Lumens manager central to the events at issue in the related litigation above.

1 funds in question.

2 20. The outstanding amounts owed by Specialty Lighting<sup>3</sup>, totaling  
3 \$732,764.00, are reflected in seven (7) invoices, verified by Mr. Paul O'Donnell in the  
4 deposition of Sept. 11, 2015. These invoices are attached as Exhibit A, and are as  
5 follows:

6 a. Invoice No. 74, for 1,350 units of TE-6036 panel lights, and  
7 delivery fees on same, in the amount of \$104,625.00, shipped to Specialty Lighting  
8 Group, and arriving on April 2, 2014;

9 b. Invoice No. 75, for 1,350 units of TE-6036 panel lights, and  
10 delivery fees on same, in the amount of \$104,732.00, shipped to Specialty Lighting  
11 Group, and arriving on April 4, 2014;

12 c. Invoice No. 76, for 1,350 units of TE-6036 panel lights, and  
13 delivery fees on same, in the amount of \$104,762.00, shipped to Specialty Lighting  
14 Group, and arriving on April 5, 2014;

15 d. Invoice No. 79, for 1,350 units of TE-6036 panel lights, and  
16 delivery fees on same, in the amount of \$104,625.00, shipped to Specialty Lighting  
17 Group, and arriving on May 6, 2014;

18 e. Invoice No. 80, for 1,350 units of TE-6036 panel lights, and  
19 delivery fees on same, in the amount of \$104,625.00, shipped to Specialty Lighting  
20 Group, and arriving on May 14, 2014;

21 f. Invoice No. 81, for 1,350 units of TE-6036 panel lights, and  
22 delivery fees on same, in the amount of \$104,625.00, shipped to Specialty Lighting  
23 Group, and arriving on May 20, 2014;

24 g. Invoice No. 82, for 1,352 units of TE-6036 panel lights, and  
25 delivery fees on same, in the amount of \$104,770.00, shipped to Specialty Lighting  
26

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27 <sup>3</sup> Per GoEco's invoices, the outstanding balance would be \$732,764. Due to minor invoice adjustments made by  
28 Specialty Lighting, such as rejecting express shipping fees, there is a slight difference between Specialty Lighting's  
calculation of the outstanding balance and GoEco's. GoEco will therefore utilize the admitted balance of \$732,401.50  
as the minimum possible owed.

1 Group, and arriving on June 4, 2014.

2 21. Moreover, during the September 11, 2015 deposition of Mr. Paul  
3 O'Donnell, a Specialty Lighting produced payable report, showing an approved balance  
4 owed to GoEco of \$732,401.50, as well as a Specialty Lighting produced A/P ledger  
5 noting an open amount of \$732,401.50, were both verified. True and correct copies are  
6 attached hereto in Exhibit B.

7 22. On June 14, 2017, Specialty Lighting, via counsel, proposed a  
8 compromise settlement offer, totaling \$532,401.50. This offer letter is attached hereto  
9 as Exhibit C. This offer required agreement of both GoEco and Lumens. In  
10 consideration of the anticipated costs and effort of litigation, GoEco was at that time  
11 willing to engage in discussion of a reasonable compromise. Specialty Lighting's  
12 compromise offer was promptly rejected by Lumens, mooting further discussion of a  
13 three-way settlement.

14 23. Based on all the forgoing, GoEco alleges that it is owed the principal  
15 balance of at least \$732,401.50, plus applicable California prejudgment interest.

16 **FIRST CAUSE OF ACTION**

17 **(Breach of Contract — Against Specialty Lighting and Does 1 through 25)**

18 24. GoEco realleges and fully incorporates by reference the preceding  
19 paragraphs as though fully set forth herein.

20 25. GoEco and Specialty Lighting, as evidenced by practice, writings,  
21 and verbal representations, entered into an ongoing sales contract.

22 26. Under this sales contract, Specialty Lighting sent purchase  
23 orders to GoEco for products ordered, and GoEco invoiced Specialty Lighting  
24 for the orders placed.

25 27. As a result of Specialty Lighting's failure to remit payment in full,  
26 Specialty Lighting is in material breach of the parties' sales contract and the  
27 outstanding invoices.  
28



1           28. As a direct and proximate result of Specialty Lighting's breach,  
2 GoEco has suffered damages of at least \$732,401.50, plus interest thereon. GoEco  
3 is entitled to an award of lost profits and other damages, in an amount to be proven  
4 at trial.

5           29. Further, Specialty Lighting has been unjustly enriched at GoEco's  
6 expense. Specialty Lighting knowingly and voluntarily accepted and retained the  
7 delivered products, making it inequitable for Specialty Lighting to retain those  
8 products without payment. Specialty Lighting should be required to remit the  
9 amounts due to GoEco based upon the outstanding invoices.

## 10                                   **SECOND CAUSE OF ACTION**

11           **(Open Book Account — Against Specialty Lighting and Does 1 through 25)**

12           30. GoEco realleges and fully incorporates by reference the preceding  
13 paragraphs as though fully set forth herein.

14           31. GoEco and Specialty Lighting engaged in numerous financial  
15 transactions which required Specialty Lighting to remit payment to GoEco for the  
16 orders submitted to and filled by GoEco for the benefit of Specialty Lighting.

17           32. GoEco has maintained an account of the debits and credits involved  
18 in the transactions at issue.

19           33. Specialty Lighting owes GoEco monies in the amount of at least  
20 \$732,401.50, plus interest thereon on the account at issue. GoEco is also  
21 entitled to other damages, in an amount to be proven at trial.

22           34. Further, Specialty Lighting has been unjustly enriched at GoEcos'  
23 expense. Specialty Lighting knowingly and voluntarily accepted and retained the  
24 delivered products, making it inequitable for Specialty Lighting to retain those  
25 products without payment. Specialty Lighting should be required to remit the  
26 amounts due to GoEco based upon the outstanding invoices.

## 27                                   **THIRD CAUSE OF ACTION**

28           **(Account Stated — Against Specialty Lighting and Does 1 through 25)**



